on the assumption that the excitement produced the apoplexy. In a sense, deliberately witnessing an accident is not an accident, and the natural excitement of such an occasion is perhaps not accidental. Nevertheless the fatal physical reactions were induced not by forces arising primarily within the system, but by something external, by a violent spectacle which affected the beholder in a most abnormal and improbable way. See *Yates* v. *South Kirby, etc. Collieries Ltd.*, [1910] 2 K. B. 538. Though the outside occurrence operated in mental channels rather than by direct physical contact, the unexpected effect should not be deemed any less an accident. And so it seems to have been held. *McGlinchy* v. *Fidelity & Casualty Co.*, 80 Me. 251, 14 Atl. 13; *Pugh* v. *London, B. & S. C. Ry. Co.*, [1896] 2 Q. B. 248.

LEGACIES AND DEVISES — DISCLAIMER BY PAROL. — A testatrix, survived by sons and daughters, had devised and bequeathed her entire estate to the daughters. Shortly after her death the will was destroyed by the sons in the presence of the daughters and without objection on their part. Within a few days the daughters, without consideration, signed an informal writing waiving all rights under the will. They now sue for their interest thereunder. *Held*, that they cannot recover. *Dueringer* v. *Klocke*, 86 Misc. (N. Y.) 404, 149 N. Y. Supp. 332.

The decision takes the ground that the destruction of the will was a valid disclaimer, of which the written waiver was only a memorandum. In this country a parol disclaimer by a devisee or legatee is effective. *Defreese* v. *Lake*, 109 Mich. 415, 67 N. W. 505; *Wonsetler* v. *Wonsetler*, 23 Pa. Super. Ct. 321; *Tarr* v. *Robinson*, 158 Pa. 60. *Contra*, *Bryan* v. *Hyre*, 1 Rob. (Va.) 94. The law is probably the same in England, but the point has not been definitely decided. See *Townson* v. *Tickell*, 3 B. & Ald. 31, 38; *Doe d. Smyth* v. *Smyth*, 6 B. & C. 112, 117; SHEPPARD'S TOUCHSTONE, 452; 4 KENT, COMMENTARIES, 534. *Bryan* v. *Hyre*, *supra*, is often cited for the proposition that a disclaimer of realty can only be effected by deed, but the case merely upheld a charge that such disclaimer must be in writing. There is no modern authority to support that decision, although the ancient rule was that a disclaimer must be by matter of record. See *Butler and Baker's Case*, 3 Coke 25, 26 *a*; 8 VIN. ABR., DISAGREEMENT. Whether a given set of acts constitutes a disclaimer is a question of fact. *Defreese* v. *Lake*, *supra*. And the renunciation must be unequivocal. *Webster* v. *Gilman*, Fed. Cas., No. 17,335. The principal case is clearly correct, although on the ground taken by the court, that the destruction of the will alone constituted a disclaimer, it is arguable that the question should have been left to the jury. A devisee's or legatee's situation is to be distinguished from an heir's, for when property passes by descent, title vests without any possibility of renunciation. *Watson* v. *Watson*, 13 Conn. 83.

LIMITATION OF ACTION — NATURE AND CONSTRUCTION OF STATUTE — LEGAL DISABILITY: WHETHER PLAINTIFF'S PROOF IN BANKRUPTCY STOPS RUNNING OF STATUTE. — A creditor whose right accrued just before the debtor's bankruptcy in 1904 proved his claim in bankruptcy and was paid dividends upon it. In 1908 he brought suit in the state court, and this action was continued until in 1910 the debtor's application for a discharge in bankruptcy was refused. The period of limitation under the state statute was three years, but any person under a legal disability might bring an action within a year after the disability was removed. *Held*, that the plaintiff's action is barred. *Simpson* v. *Tootle, etc. Co.*, 32 Am. B. R. 551 (Okla.).

Whether the pendency of bankruptcy proceedings against a defendant constitutes a legal disability upon the plaintiff has not been decided previously under the present bankruptcy act. Under the law of 1867 a creditor who